

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEBRASKA

U.S. DISTRICT COURT
DISTRICT OF NEBRASKA
FILED

CINDY KRUEGER,

)

2016 DEC 29 AM 10:10

Plaintiff,

)

8:16CV425 KC CLERK

V.

)

SIGNS & SHAPES INT'L INC,
SCOTT BOWEN, Co-Owner, JEFF
SCHULTE, Manager, and DEE ANN
BOWEN, Sr. Sales Manager,

)

AMENDED COMPLAINT

Defendants.

)

This is in response to the court, on initial review, failing to see how obvious it is that my claim should have relief granted. This is my, the Plaintiff's, amended complaint, hopefully laid out as black and white as possible.

1. Title VII Discrimination Claims

The Memorandum and Order indicates I did not sufficiently allege that I was qualified to perform the work. My original complaint very plainly explained I came to Signs and Shapes with (four years) shipping experience. I had been helping in the shipping department previously when needed, I had asked several times previously about helping in that department when my assigned job was slow. When I found out they were hiring someone for shipping, I AGAIN indicated I could help them out and they flat out refused, giving me no reason.

The Memorandum and Order also indicates I did not sufficiently describe circumstances which give rise to an inference of discrimination. Again, my original complaint very plainly explained that not only was I flat out refused the job, they hired a MALE, off the street, that needed to be trained. This makes NO sense! Also, previous to this, whenever big or possibly heavy boxes arrived, I could always hear Dee Ann and Scott mention, "gather up the guys" or "we need the guys to help". If I was helping in shipping, Jeff would often mention to me not lifting or moving certain items. I was not sure if this was because I was FEMALE or because they knew I had rheumatoid arthritis and feared I was a risk/liability.

2. ADA Claim

The Memorandum and Order indicates I didn't provide details regarding my alleged disabilities. Please find enclosed my medical portal proving my condition.

The Memorandum and Order also indicated I did not describe any circumstances that would give rise to an inference that my termination or failure to be hired was actually related to any

disability. My original complaint explained that Dee Ann questioned me about when my cancer test results would be in, I did forget to mention that after she asked me, she went running to Scott's desk and then Jeff's desk and I was immediately given the cold shoulder the next few days and up to the day I was let go. Most people get a little empathy and would be shown concern, this is NOT what happened to me. Also, below are two very obvious circumstances that were explained in my original complaint, now with more detail:

****A**** I feel Scott and Dee Ann stating the things they would about "guys" helping with heavy stuff in shipping and Jeff "restricting" me from lifting and moving certain things, them not allowing me to stay at the company to help in the shipping department when I had been helping previously AND came to them with shipping experience, is proof enough that my termination and failure to be hired (in shipping) is related to my disability. Common knowledge tells a person, an employer is NEVER going to be honest and tell you they can't hire you in a certain department because you are disabled. They are going to come up with some other bogus excuse to save their behind from this exact type of lawsuit from happening. This company not only used a bogus excuse to push me out the door, they gave me NO reason as to why they wouldn't hire me in shipping.

****B**** I was supposedly let go because my job was slowing down, however they had been interviewing people off the street for someone to do some administrative work. This is the same work I had done when I was first hired and several times throughout my seven years at Signs and Shapes. The administrative work had slowed down and another part of my job got busier, so I was changing tasks accordingly. Instead of letting me help with administrative work again, they hired someone else. It leads one to believe they just wanted me out of there because my medical condition was a risk to them. Why would you hire someone off the street that you have to train when you have someone in-house who was already doing the work?!?!?! To add to this stupidity, about two weeks after I was let go, I received a job posting from an online employee search party for a job at Signs and Shapes!! Why, because my skills matched the job they were hiring for, therefore, they had absolutely NO good reason to let me go.

3. Retaliation

The Memorandum and Order indicates I did not sufficiently allege how I opposed any discriminatory practice or that my opposition resulted in my termination or failure to be hired for another position. My original complaint stated that I often mentioned out loud to some of my co-workers that I felt discriminated against, the conversation would almost always be suspiciously interrupted by Scott, Dee Ann or Jeff. But, my concern was never addressed nor was I given an explanation as to why I couldn't be hired in shipping or why they wouldn't let me help with administrative work again. I have reason to believe they have illegal voice recorders in the business place, how else would Scott, Dee Ann or Jeff conveniently interrupt those conversations AND show me the cold shoulder for days after?! And again, common knowledge tells one that an employer is never going to state they let you go because you opposed their discriminatory practice, they are going to find that bogus reason and have their way with it.

I also believe I have a strong claim here because of their treatment of me after I was let go and

8:16-cv-00425-RGK-PRSE Doc # 7 Filed: 12/29/16 Page 3 of 7 Page ID # 26
went back to visit with some friends and drop some things off for them. I was given a very cold, rude look from Dee Ann the first time I was there and Scott asked me to step outside and commented about the work place not becoming a former employee hang out. (I believe he pulled me outside because of the illegal voice recorders, he didn't want them picking up the conversation that I will have pulled for court purposes if necessary.) The second time I stopped in he was quite rude, practically chasing me out the door and then almost grabbing my car door to finish being rude to me when I was trying to shut it and leave. He stated I couldn't come back to visit, when I asked why he stated because they own the place and control who comes in and out. However, the seven years I was there, I saw numerous friends "freely" come and visit, drop off lunches, come in for lunch, etc. Why should it be different for me?!?!

FINAL THOUGHTS

I hope the details given throughout my Amended Complaint prove that the stated reason given by my former employer for letting me go is factually untrue, insufficient in actually motivating my discharge, and riddled with errors that my former employer cannot legitimately rely upon it. I believe my protected status and my opposition to their obvious discrimination is more likely to have motivated them than their stated reason. I have a very strong work ethic, took great responsibility for my job and loved what I did. My reviews were good and I even worked overtime when needed with no question. I felt, and still feel nothing but mental anguish, emotional distress and confusion as to the REAL reason I was let go. With the details given, I can only see that Discrimination (against my medical condition and gender) and Retaliation are the answer.

SUMMARY

My original complaint and now this amended complaint show plenty complete evidence why relief should be granted: 1) I am a member of a protected class; 2) I was qualified for the shipping job AND to take back the administrative work they hired off the street for; 3) The adverse action of terminating me was taken; 4) I was replaced by someone not in a protected class; 5) I was treated different than someone not in my protected class; 6) Scott, Dee Ann and Jeff made discriminatory comments when always suggesting GUYS were the only ones who should do the heavy lifting; 7) I believe I may have been the only employee in a protected class; 8) Favoritism was high in the work place, but now toward me; 9) They violated their own company policy by not allowing me to be hired in the other positions, they always told us to check in on helping other areas, I DID and was not only denied but let go; 10) They hired two people less qualified than myself for the shipping job and the administrative work.

Dated this 28th day of December, 2016

Signed by me, the Plaintiff, Cindy Krueger

Dose: 1 Cap
Frequency: Every 24 hours
Route: Oral

☒ Health Issues

Depression Status: Active

Anxiety Status: Active

High cholesterol Status: Active

Hypothyroidism Status: Active

Rheumatoid arthritis Status: Active

Fibromyalgia Status: Active

Restless leg Status: Active

ANA positive Status: Active

History of breast cancer Status: Active



Page 4

(Enclosure proving medical condition(s))

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